

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

SPECTRA MEDICAL DEVICES, LLC,)	
)	
Plaintiff,)	Case No. 1:22-cv-11796-ADB
)	
v.)	
)	
ANTHONY CHARLES ARRIGO,)	
ANTHONY EDWARD ARRIGO, and)	
ARRIGO MEDICAL, LLC,)	
)	
)	
Defendants.)	
)	

STIPULATED PERMANENT INJUNCTION

Plaintiff Spectra Medical Devices, LLC (“Spectra”) and Defendants Anthony Charles Arrigo (“Tony Arrigo”), Anthony Edward Arrigo (“Anthony Arrigo”), and Arrigo Medical, LLC (“Arrigo Medical”) (each of Plaintiff and Defendants a “Party” and collectively the “Parties”), by their undersigned counsel, hereby stipulate and consent to the entry of a Permanent Injunction under Federal Rule of Civil Procedure 65 permanently enjoining and restraining the Parties as set forth below.

IT IS ORDERED, ADJUDGED AND DECREED that:

1. The Parties’ Joint Motion for Entry of Stipulated Permanent Injunction, ECF No. ___, is GRANTED upon stipulation of the Parties, but without the admission by Defendants of any liability claimed or fact alleged in this case.

2. The Stipulated Preliminary Injunction entered by the Court on October 26, 2022 is VACATED and replaced with this Stipulated Permanent Injunction. This Stipulated Permanent

Injunction is not a decision on the merits of this dispute.

3. Defendants, and any and all persons in active concert with them, including but not limited to all employees, agents, and affiliates of Arrigo Medical, remain enjoined from using any of Spectra's confidential information in any way and for any purpose, and from disclosing Spectra confidential information to anyone not authorized to receive the information. This includes the use of any information or documents derived or obtained from any of Spectra's confidential information. To the extent this Injunction is broader or different than the obligations in the Parties' pre-existing confidentiality agreements (i.e., Section 5.03 of the Equity and Asset Purchase Agreement entered on August 31, 2021, by and between Spectra and Spectra Medical Devices, Inc.; Section 9 of Tony Arrigo's and Anthony Arrigo's respective Employment Agreements; Section 11.11 of the Amended and Restated Limited Partnership Agreement of NQ PE Project Hogan Aggregator, L.P., dated as of October 1, 2021; and Section 3 of the Restrictive Covenant Agreement entered on August 31, 2021, by and among Spectra, Spectra Medical Devices, Inc., and Tony Arrigo), the scope and terms of such pre-existing agreements will control.

4. This Stipulated Permanent Injunction shall be binding upon the Parties and their respective successors and assigns.

5. The Parties waive any right of appeal, and, accordingly, entry of the Stipulated Permanent Injunction shall be final and non-appealable.

6. This Court shall continue to maintain, and the Parties shall continue to be subject to, and hereby submit to, jurisdiction of the Court in connection with any further proceedings to enforce the Stipulated Permanent Injunction. The Stipulated Permanent Injunction shall remain in full force and effect even after the dismissal of this action, and this Court shall retain jurisdiction

to enforce the Stipulated Permanent Injunction even after the dismissal of this action.

IT IS SO ORDERED:

U.S. District Judge

DATED: _____

Respectfully Submitted,

SPECTRA MEDICAL DEVICES, LLC

By its attorneys,

/s/ Lauren Papenhausen
Lauren Papenhausen (BBO #655527)
Daniel Medici (BBO #705650)
WHITE & CASE LLP
75 State Street
Boston, MA 02109-1814
(617) 979-9300
lauren.papenhausen@whitecase.com
dan.medici@whitecase.com

Respectfully submitted,

ANTHONY EDWARD ARRIGO
ANTHONY CHARLES ARRIGO and ARRIGO
MEDICAL, LLC

By their attorneys,

/s/ Bradley L. Croft
Bradley L. Croft (BBO #633347)
Roger L. Smerage (BBO #675388)
RUBERTO, ISRAEL & WEINER, P.C.
255 State Street, 7th Floor
Boston, MA 02109
(617) 742-4200 (phone)
(617) 742-2355 (fax)
blc@riw.com
rls@riw.com

/s/ David H. Rich
David H. Rich (BBO #634275)
drich@toddweld.com
Todd & Weld LLP
One Federal Street, 27th Floor
Boston, MA 02110
(617) 720-2626